

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

MAHLI, LLC

VS.

CIVIL ACTION NO. 1:14cv175-KS-MTP

ADMIRAL INSURANCE COMPANY

FINAL JUDGMENT ON JURY VERDICT

This cause coming on to be heard in open court on September 8, 2015 - September 11, 2015, and the Court having jurisdiction of the parties and the subject matter, and all parties having previously appeared and by counsel announced ready for trial, their came a jury of eight good and lawful men and women, who, being duly qualified, sworn and empaneled, and did hear the evidence and arguments of counsel and received instructions of the Court and who then retired to consider their verdict, and who thereupon returned its answers to special interrogatories, and its verdict. Specifically, the jury answered the special interrogatories as follows:

1. Do you find by clear and convincing evidence that Plaintiff Mahli, LLC, or its owner Surjit Singh, had motive to destroy its hotel property by means of a fire on October 17, 2012?

Answer: No

3. Do you find from a preponderance of the evidence that the building in question was a total loss (the cost of repair exceeded the replacement cost, minus the cost of the foundation) immediately following the subject fire?

Answer: Yes

- 3.a. If you answered “Yes” to Question #3 and find that the building was a total loss, how much money, if paid now, would adequately compensate the Plaintiff for the total loss of the building?

Answer: Damages: \$60,000.00

4. Do you find from a preponderance of evidence that Plaintiff Mahli, LLC, suffered damages from the loss of business personal property (furniture and other contents)?

Answer: Yes

- 4.a. If you answered “Yes” to Question #5 (corrected by the jury to 4), how much money, if paid now, would adequately compensate the Plaintiff for the damages to its business personal property, if any?

Answer: Damages: \$400,000.00

The Court examined the jury’s answers to the special interrogatories and the verdict forms and found them to be in proper order.

IT IS, THEREFORE, ORDERED AND ADJUDGED that the insurance coverage at issue was in effect and covered the fire that was suffered by Mahli, LLC, and that Mahli, LLC shall have judgment against Admiral Insurance Company for the coverages under subject policy, including the following:

- (1) For Mahli, LLC in the sum of \$60,000.00 for damage to the hotel building.
- (2) For Mahli, LLC in the sum of \$400,000.00 for damage to the business personal property.

IT IS FURTHER ORDERED that the Court retains jurisdiction to calculate interest on

the sums above described and amend this judgment to include interest following briefing by the attorneys.

IT IS, THEREFORE, ORDERED that from the date of entry of the finding of the verdict, being September 15, 2015, interest shall accrue at the rate of .36 percent per annum.

IT IS FURTHER ORDERED that Mahli, LLC shall recover from Admiral Insurance Company their costs as may be taxed.

FOR ALL OF WHICH LET EXECUTION ISSUE.

SO ORDERED, this the 25th day of September, 2015, *nunc pro tunc* to the 11th day of September 2015.

s/Keith Starrett
UNITED STATES DISTRICT JUDGE